

U.S. DISTRICT COURT
N.D. OF N.Y.
FILED

JUN 19 2017

**UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF NEW YORK**

• 445 Broadway; Albany, NY 12207-2936 •

THOMAS K. BAERMAN, CLERK
ALBANY

Unified United States Common Law Grand Jury¹

Sureties of the Peace²

P.O. Box 59, Valhalla, NY 10595; Fax: (888) 891-8977.

AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WY, WI, WY.

Proceeding as Next Friend under Rule 17, 28 USCA³ on behalf of petitioner: Removed from Court of Origin for Cause, violation of the right of due process; Amendment V.

PETITIONER: D'Annie Isra El
12760 Route 216
Highland, MD 20777

DEFENDANTS: Chief Justice Lenore Gelfman
Circuit Court for Howard County Maryland
8360 Court Avenue
Ellicott City, MD 21043

CEO Jay Bray
Nationstar Mortgage
8950 Cypress Walters Blvd Coppell, TX 75019

RE: Non Judicial Mortgage Foreclosure
For cause violation of the unalienable right of due process
protected by Amendment V.

¹ The UUSCLGJ is comprised of fifty Grand Jurys each unified amongst the counties within their respective States. All fifty States have unified nationally as an assembly of Thousands of People in the name of We the People to suppress, through our Courts of Justice, subverts both foreign and domestic acting under color of law within our governments. States were unified by re-constituting all 3,133 United States counties.

² SURETIES OF THE PEACE: If anyone has been dispossessed without the legal judgment of his peers, from his lands, castles, franchises, or from his right, we will immediately restore them to him; and if a dispute arise over this, then let it be decided by the five and twenty jurors of whom mention is made below in the clause for securing the peace. Moreover, for all those possessions, from which anyone has, without the lawful judgment of his peers, been disseized or removed by our government, we will immediately grant full justice therein. Magna Carta Paragraph 52.

³ Next Friend: "A next friend is a person who represents someone who is unable to tend to his or her own interest." Federal Rules of Civil Procedures, Rule 17, 28 USCA; Haines v. Kerner, 404 U.S. 519 (1972).

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Proceeding as Next Friend under Rule 17, 28 USCA⁶ on behalf of Petitioner:

Grand Jury, Sovereigns of the Court
We the People

- Against -

Chief Justice Lenore Gelfman, CEO Jay Bray
Defendants

Jurisdiction: Court of Record, under
the rules of Common Law⁷
Action at law:⁸

Case NO: 1:16-CV-1490
Magistrate: Daniel J. Stewart
SHOW CAUSE

We the People⁹ of the Unified United States Common Law Grand Jury, under the power and authority of the Sureties of the Peace, hereinafter the Grand Jury, whereas the Unified Common Law Grand Juries arose out of **We the People** in each of the Fifty States which

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⁶ **Next Friend:** "A next friend is a person who represents someone who is unable to tend to his or her own interest." Federal Rules of Civil Procedures, Rule 17, 28 USCA; Haines v. Kerner, 404 U.S. 519 (1972).

⁷ **"A Court of Record** is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law, its acts and proceedings being enrolled for a perpetual memorial." Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689.

⁸ **AT LAW:** Bouvier's This phrase is used to point out that a thing is to be done according to the course of the common law; it is distinguished from a proceeding in equity.

⁹ **PEOPLE:** People are supreme, not the state. Waring vs. the Mayor of Savannah, 60 Georgia 93; The state cannot diminish rights of the people. Hertado v. California, 100 US 516; Preamble to the US and NY Constitutions - **We the people** ... do ordain and establish this Constitution...; ...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects...with none to govern but themselves... CHISHOLM v. GEORGIA (US) 2 Dall 419, 454, 1 L Ed 440, 455, 2 DALL (1793) pp471-472; The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. Lansing v. Smith, 4 Wend. 9 (N.Y.) (1829), 21 Am. Dec. 89 10C Const. Law Sec. 298; 18 C Em.Dom. Sec. 3, 228; 37 C Nav.Wat. Sec. 219; Nuls Sec. 167; 48 C Wharves Sec. 3, 7.

came together to form a Unified United States Common Law Grand Jury. This was done in an effort to subdue subversion against the United States of America from enemies both foreign and domestic.

There is wide spread ignorance concerning "Non-Judicial Foreclosures" and the "APPEARANCE" that it is a Lawful Procedure that functions without the REQUIRED filing of Proof of Claim (form 4490) and Fiduciary Authority (form 56) which must be filed within the federal district of the claim with copies of the same with notice of the foreclosure served upon the petitioner, giving opportunity of due process as required to comply with the law of the land.

Let this action first serve to inform the defendants that a Non-Judicial Foreclosure lacks Due Process of Law which is an unalienable right protected under the 5th Amendment and that any court permitting such a court filing procedure is acting under the color of law which is a criminal act and enters into a conspiracy, non-judicial foreclosure laws of any State to the contrary not with-standing.

Therefore, ~~We~~ the People DEMAND that the defendants Show Cause by what Constitutional Authority you act that permits an action "*in rem*" against the People without Proof of Claim, Fiduciary Authority and due process OR, notify this Court immediately of your error and withdrawal of your unlawful proceedings that deny due Process of the petitioner; if the home has already been foreclosed, restore the victim to their original state. In lieu of this, you may notify this Court immediately of your errors and withdrawal of your unlawful proceedings that deny due Process of the petitioner and this proceeding will be quashed.


We are offering you a grace period of 30 days for non-government defendants and 60 days for government officials acting under the color of law to correct their errors and restore the petitioner to their original state or defendants will be brought before the Grand Jury for consideration of indictment for conspiracy, subversion, RICO, war against the Constitution and other charges. See Memorandum of Law on Non-Judicial Foreclosures attached.

THEREFORE, on behalf of the petitioner, the Unified United States Common Law Grand Jury DEMANDS that the court of the non-judicial foreclosure filing, in good faith do your duty and protect the victim(s) of these crimes by removing all said filings immediately, cease all non-judicial foreclosure practices and notify this court of the same. We further demand that said defendants withdraw said filing from the court of filing, cease all non-judicial foreclosure filings and notify this court immediately of said actions.

WHEREFORE, if the defendants default, this court will be moved for an order to cease and desist their subversive activities, restore the petitioner to their original state before the misuse of justice under the color of law and be brought before the full Grand Jury for consideration of indictment for conspiracy, subversion, RICO, war against the Constitution and other charges.

SEAL

June 7, 2017



Grand Jury Foreman
Sureties of the Peace

Affidavit of D'Annie Isra El

I, D'Annie Isra El being of lawful age, qualified and competent to testify to, and having firsthand knowledge of the following facts, do hereby swear that the following facts are true, correct and not misleading:

James E. Clarke of the Atlantic Law Group, LLC (James E. Clark et al) represented Nationstar Mortgage, LLC and initiated the foreclosure action in case number 13C15102894 in the Circuit Court for Howard County Maryland on or about March 2015. The record shows I mailed James E. Clarke et al "dba" The Atlantic Law Group "dba" Nationstar Mortgage, LLC the following Affidavits, enforcing due process of law

On or about April 9, 2015, Affidavit of Fact, Objection to Foreclose Action, dated on or about April 7, 2015, Filed on or about April 9, 2015, with Evidence #2 United States Supreme Court Federal Court, Clearfield Trust Company vs. United States 318 U.S. 363-371 "The Clearfield Doctrine," Evidence #3 Affidavit, Non-Insurable Interest: Kelliher re: Gunter-Gunter, Dated on or about 2/2/2013, Filed on or about 4/9/2015, Evidence #4 The Statutes At Large Of The United States Of America from March 1933 To June 1934 Concurrent Resolutions Recent Treaties And Conventions, Executive Proclamations To The Constitution. Vol. XLV111#5, House Joint Resolution 192, Joint Resolution To Suspend The Gold Standard And Abrogate The Gold Clause, JUNE 5, 1933, H.J.R. 192 73RD Congress 1st Session., Evidence #5 100009, Articles of Incorporation, Filed 7/15/1925, Certificate of Incorporation of United States Corporation Company. Received on or about April 14, 2015.

On or about May 29, 2015, Affidavit of Fact, Notice of Default Judgment for failure to respond according to the rules of discovery, Filed on or about May 29, 2015.

On or about May 25, 2015, Bill of Particulars, Demand and Discovery, dated on or about May 25, 2015, received on or about May 29, 2015, filed on or about May 29, 2015.

On or about March 23, 2015, Affidavit of Fact, Fifth Notice of not responding to Qualified Written Requests, notice of intent to suit, dated on or about March 23, 2015

Received on or about April 1, 2015.

On or about April 28, 2015, Affidavit of Fact, Notice of Default Judgment for failure to respond according to the rules of discovery, tacit agreement, dated on or about April 28, 2015, filed on or about April 30, 2015, received on or about May 1, 2015.

On or about April 28, 2015, Affidavit of Fact, Notice of Judgment for failure to respond according to the rules of discovery, tacit agreement,

Dated on or about April 28, 2015. Received on or about May 1, 2015.

On or about April 28, 2015, Letter dated on or about April 28, 2015 from Nationstar to USAA Group listing themselves as Mortgagee without Validation of Mortgagee or Substitute Trustee Position. Notice of Impending Foreclosure Sale, Notice of Foreclosure Sale.

On or about August 13, 2015, Writ of Mandamus. (Notice of Enforcement of Due Process of Law)

Date on or about August 13, 2015.

Submitted urgent: Notice of lis pendens. Dated on or about August 17, 2015.

Submitted affidavit of fact, objection to alleged counter plaintiff's motion to dismiss affiant(s) counterclaim. Dated on or about December 30, 2015, Filed on or about December 30, 2015.

Submitted Notice of Writ of Summons to Baltimore County Sheriff Office for Harvey West Auctioneer's. Dated on or about September 1, 2015. Received on or about September 1, 2015. On or about August 19, 2015, Certificate of Service, urgent, Averment of Jurisdiction – Quo Warranto. Notice of Default Judgment. Dated on or about August 19, 2015. Submitted writ of enforcement of due process of law. Dated on or about August 13, 2015. Commercial /Maritime Affidavit of Fact, Objection to Final Order of Ratification of Sale and Notice of Tax Fraud, Pursuant to Internal Revenue Service (IRS), Tax Form 1099A and Violation of United States Code of the Laws Title 22 Chapter 2 Section 141. Filed on or about March 14, 2016

On or about March 3, 2016, Nationstar Letter of non-action regarding Consumer Financial Protection Bureau report.

On or about April 9, 2016, certified forensic loan auditors, LLC property securitization analysis report, filed on or about April 26, 2016

Affidavit of fact, objection to final auditor's report and account certificate of notice and final order pursuant to exceptions, Maryland rule 2-632(e). Demand for dismissal, pursuant to fraudulent sale and lack of proof of bona fide purchaser, filed on or about May 16, 2016.

On or about April 9, 2015, impairing obligation to contract, title 42 U.S.C § 241 conspiracy against rights, title 4 U.S.C. §1983 impairment under color of law filed on or about July 11, 2016.

On or about July 26, 2016, I submitted Writ of Error case 13c15102894

On or about August 3, 2016, Notice of Default on Writ of Error. Filed on or about August 3, 2016

On or about September 14, 2016, I submitted Writ of Mandamus, demanding prohibition under 28 U.S.C. Sect. 1333 and 1337, 28 U.S.C. Sect. 1516 within the admiralty/common law; filed on or about September 14, 2016.

On or about 2011, I received notice that Bank of America was no longer my mortgagee and my mortgage would be serviced by Specialized Loan Servicing, LLC, (SLS) located at 8742 Lucent Blvd Littleton, Colorado 80129. I requested information from SLS in the form of a (QWR), Qualified Written Request, that they confirm and prove that they (SLS) are my servicer. SLS never responded to my QWRs. SLS subsequently forwarded the mortgage to Nationstar Mortgage, LLC 8950 Cypress Waters Blvd Coppell, TX 75019. I submitted the same QWRs to Nationstar Mortgage, LLC with no response. I have submitted numerous QWRs to Nationstar Mortgage, LLC personally and via the Consumer Financial Protection Bureau. Nationstar Mortgage, LLC has not responded to any QWRs or discoveries to date.

On or about December 25, 2012, the dwelling at 12760 Route 216, Highland Maryland 20777 burned down and incurred a substantial loss. The property was uninhabitable (condemned) for approximately 9 months. The property was insured by United Services Automobile Association, (USAA) 10750 McDermott Freeway, San Antonio, Texas 78288-9876. After repairing the dwelling out of pocket, I submitted cost reimbursement receipts to USAA. USAA included Nationstar Mortgage, LLC as payee on the cost reimbursement check for the repairs that I paid out of pocket. I paid out of pocket to repair the dwelling during 2013 and 2014. Nationstar Mortgage, LLC had not submitted any lawful documentation to me or to USAA, confirming themselves as mortgagee. The foreclosure action was filed in the Circuit Court for Howard County Maryland by James E. Clarke et al on behalf of Nationstar Mortgage, LLC. I requested that responses to the Qualified Written Requests and Discoveries and Disclosures be produced along with the contract to confirm Nationstar Mortgage, LLC's position of mortgagee and servicer. The judge in this case, Richard Bernhardt, ORDERED that

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the Plaintiff(s) did not have to validate the debt. I also filed a claim against USAA with the Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202 and the Office of Administrative Hearings 11101 Gilroy Road, Hunt Valley Maryland 21031. Hearings have been set for on or about June 2017, but I have not received any lawful assistance to date.

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Judge Richard Bernhardt ordered the ratification of foreclosure sale on property referenced as 12760 Route 216, Highland, Maryland 20777. The record of this case reflects multiple proper challenges of Jurisdiction, to which Plaintiff(s) failed to produce evidence at any juncture; instead relying exclusively on allegation, statutes and rules. The Circuit Court of Howard County Maryland without the benefit of an Evidentiary Hearing, allowed the Plaintiff(s) to file suit against D'Annie Isra El in the absence of a contract, promissory note (wet ink signature), deed of trust or title papers. I entered into evidence a Certified Forensic Loan Auditor Property Securitization Analysis Report on the property 12760 Route 216, Highland, Maryland 20777, from a Certified Mortgage Securitization Auditor (Bloomberg Specialist) via affidavit under penalty of perjury proving that the "loan" was securitized and there is a Pooling and Services Agreement in the contract. There was no affidavit from the Plaintiffs stating that they are Parties in Real Interest.

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Judge Timothy McCrone issued a Writ of Possession for the property at 12760 Route 216, Highland Maryland 20777 and ultimately Eviction Notice to D'Annie Isra El at that same location denying all Motions, Writs and Affidavits including multiple demands to dismiss the case for lack of jurisdiction.

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Judge Timothy McCrone's Writ of Possession was doubly signed and approved by Chief Judge Lenore Gelfman. The Judges of the Howard County Circuit Court were given an opportunity to correct the matter as I filed numerous Motion(s), i.e., Motion to Vacate Judgment of Sale, Writ of Error which was defaulted on by the Plaintiff(s), denying due process of law in this case. There was also a Writ of Mandamus /Prohibition under 28 U.S.C. Sect. 1333 AND 1337, 28 U.S.C. Sect. 1516, Within the Admiralty/Common Law under case number Civil No. 13C16108953 where D'Annie Isra El is the plaintiff and James E. Clarke the Defendant(s) defaulted on as well, denying due process of law. All entries and filings that I executed into the Circuit Court for Howard County Maryland to protect and secure my property at 12760 Route 216 Highland Maryland 20777 were denied.

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On or about September 16, 2016, Sheriff James Fitzgerald of the Howard County Sheriff Department and Corporal Robert Sybert of the Office of the Sheriff, Landlord Tenant Division enforced an armed eviction against me. Corporal Robert Sybert along with about 12 other deputy Sheriff(s) trespassed upon my property, entered my dwelling at 12760 Route 216 Highland Maryland 20777 and removed all personal belongings. Corporal Robert Sybert had a moving company with approximately 11 members, to remove all my belongings from my dwelling, 12760 Route 216 Highland Maryland 20777. This company broke, destroyed, and removed items that are literally irreplaceable and some of the contents of which were destroyed.

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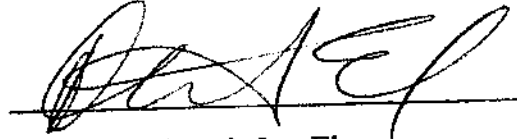
After James E. Clark defaulted as the plaintiff and defendant in two separate cases filed in the Circuit Court for Howard County Maryland, (due process) the case(s) was transferred, on or about December 2016, to the Circuit Court of Maryland for Anne Arundel County and merged to case number C-02-CV-16003572 where Judge William C. Mulford II has allowed the Defendant(s) to default on a Motion for Summary Judgment and an Affidavit for Summary Judgment, (due process). The property 12760 Route 216 Highland Maryland 20777 is in Howard County, not Anne Arundel County. So far, there has been no consequence to the Defendant(s) for defaulting on the Writ of Mandamus filed on or

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about September 2016, Motion for Summary Judgement filed on or about early 2017 and all the other numerous Writs filed.

D'Annie Isra El requested a postponement for the Complex Motion hearing scheduled for March 20, 2017 in the Circuit Court of Maryland for Anne Arundel County. Judge Mulford II denied "the Plaintiff's Motion for Postponement" forcing D'Annie Isra El to attempt to stand for the Complex Motion hearing on March 20, 2017. D'Annie Isra El became more ill at the hearing and had to be transported via ambulance to Anne Arundel Emergency room for care. Judge Mulford II indicated that he would fine her at the cost of the 3 attorneys that were present for the hearing in the amount of their hourly rate they charge even though D'Annie Isra El filed a motion to postpone the hearing and was denied. Judge Mulford II is attempting to reschedule the Complex Motions hearing on or about June 19, 2017 which D'Annie Isra El cannot attend for medical reasons. There will have to be a postponement of this Hearing as there are 6 to 8 or more weeks of recovery needed for her.



D'Annie Isra El

MD DL 1-344-135-138-587

NOTARY

In Maryland State, Howard County, on this 17TH day of May, 2017, before me,

DURAND J. BOWEN, SR. the undersigned Notary Public, personally appeared D'Annie Isra El, to me known to be the living (wo)man described herein, who executed the forgoing instrument, and has

sworn before me that she executed the same as her free-will act and deed.

Notary

(Notary seal)

My commission expires: 1-02-2019

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Grand Jury, Sovereigns of the Court

We the People

Case NO: 1:16-CV-1490

- Against -

Magistrate: Daniel J. Stewart

Chief Justice Lenore Gelfman, CEO Jay Bray
Defendants

**NON-JUDICIAL
FORECLOSURES**

This memorandum reveals the fraud upon the People committed by mortgages companies and municipalities. Said fraud differs little between the two. The following conspiratorial process is essentially the same in that the home is securitized.

The Securitization of Mortgages and Tax Foreclosures has become a common and growing white collar swindle that is illegal primarily because of "Antitrust Law Violations", consisting of specific violations such as usury, fraud, conspiracy, forgery and robo-signing. When victims are robbed because State and Federal Legislators pass unconstitutional legislation and State Constitutional Courts sanction non-judicial

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foreclosures by looking the other way, this constitutes RICO and war against the Constitution.

Securitization is the financial practice of pooling various types of contractual debt such as residential mortgages, commercial mortgages, auto loans or credit card debt obligations (or other non-debt assets which generate receivables); and, selling their related cash flows to third party investors as securities, which may be described as bonds, pass-through securities or collateralized debt obligations (CDOs). Investors are repaid from the principal and interest cash flows collected from the underlying debt which is redistributed through the capital structure of the new financing. Securities backed by mortgage receivables are called mortgage-backed securities (MBS), while those backed by other types of receivables are asset-backed securities (ABS). It was the private, competitive mortgage securitization that played an important role in the U.S. subprime mortgage crisis.

The process is not as complicated as it might seem at first glance and might be difficult to recognize as a crime; but, it should become clear to the local village, town, city and county courts and the Sheriff once they realize the process these criminal cartels, known as mortgage companies and municipalities, go through to use the Court and the Sheriff to assist in these illegal seizures of homes without their realizing that they became instruments of a robbery.

CLARIFICATION: Were these mortgage companies able to legally foreclose on the property, they would do so by filing the foreclosure in the State Court to acquire a judgment; then bring it to the Sheriff for collection. The problem is that they cannot produce proof of claim and fiduciary authority over the property and without these two affidavits, they cannot open a lawful court case to provide "*due process*" necessary for a lawful seizure of the property "*in rem*". So the BAR, banks, municipalities and mortgage cartels devised a plan to bypass "*due process*" by lobbying and convincing state legislators, who either consciously conspired; or, because constitutional principles are unbeknownst to them, ignorantly conspired to write unconstitutional "*non-judicial foreclosure statutes*" that proceed "*in rem*", which is a process to seize properties without due process whereas the party seizing the property has a "legal" claim and fiduciary authority.

Such practice moves the presumption of law from "*innocent until proven guilty*" to "*guilty with no opportunity to defend*". This turn American Jurisprudence⁴ on its head by removing any opportunity for the victims to be heard. This Provides absolute control to defraud without consequence by nefarious mortgage holders and municipalities which there seems to be no shortage of. As well as RICO-governed de facto state courts which allow the non-judicial foreclosure filings without the signature of a judge or magistrate.

"*In Rem*", under international law, permits the seizure of property without notification to a property owner. This makes sense and is legal under international law at sea dealing with pirates; but, the "*Law of the Land*" a/k/a "*the Supremacy Clause of the Constitution*" requires "*Due Process*".

"This Constitution, and the laws of the United States which shall be made in pursuance thereof; and, all treaties made, or which shall be made, under the authority of the United States, shall be the Supreme Law of the Land; and, the judges in every State shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding." -- Constitution for the United States of America Article VI

Congress can make no law that would provide for a statutory construction which would negate the unalienable rights of the People; which is what would be required in order to make a State a "*Non-Judicial Foreclosure State*". Therefore, no State can establish "*Non-Judicial Foreclosure Laws*". Such Congressional and/or State actions would negate the following unalienable rights protected by the Constitution and expected to be enforced by the Sheriff:

- (1) the unalienable right protected by the 4th Amendment to be secure from property seizures,
- (2) the unalienable right protected by the 5th Amendment to due process,
- (3) the unalienable right protected by the 7th Amendment to trial by jury, and
- (4) the unalienable right protected by the 7th Amendment to common law courts.

Rights are unalienable⁵ and cannot be transferred.⁶ Any contract that would pass or hand over an unalienable right is null and void. The "*Burden of Proof*" is on the foreclosing

⁴ JURISPRUDENCE: The philosophy of law, or the science which treats of the principles of positive law and legal relations; American Jurisprudence is the written law, constitution and principles every judge must obey.

⁵ UNALIENABLE: Inalienable; incapable of being alienated, that is, sold and transferred. Black's 4th.

party. All parties to a Non-Judicial Foreclosure cannot prove their case; nor can they prove their right to sell someone's property without progressing to a Final Judgment in a court of law. Any court that ignores these facts and/or proceeds with a Summary Judgment becomes complicit to the robbery. This violates the victim's rights under Color of Law, thereby giving a reason to move the Case for Cause to an Article III Federal District Court for both criminal and civil remedy.

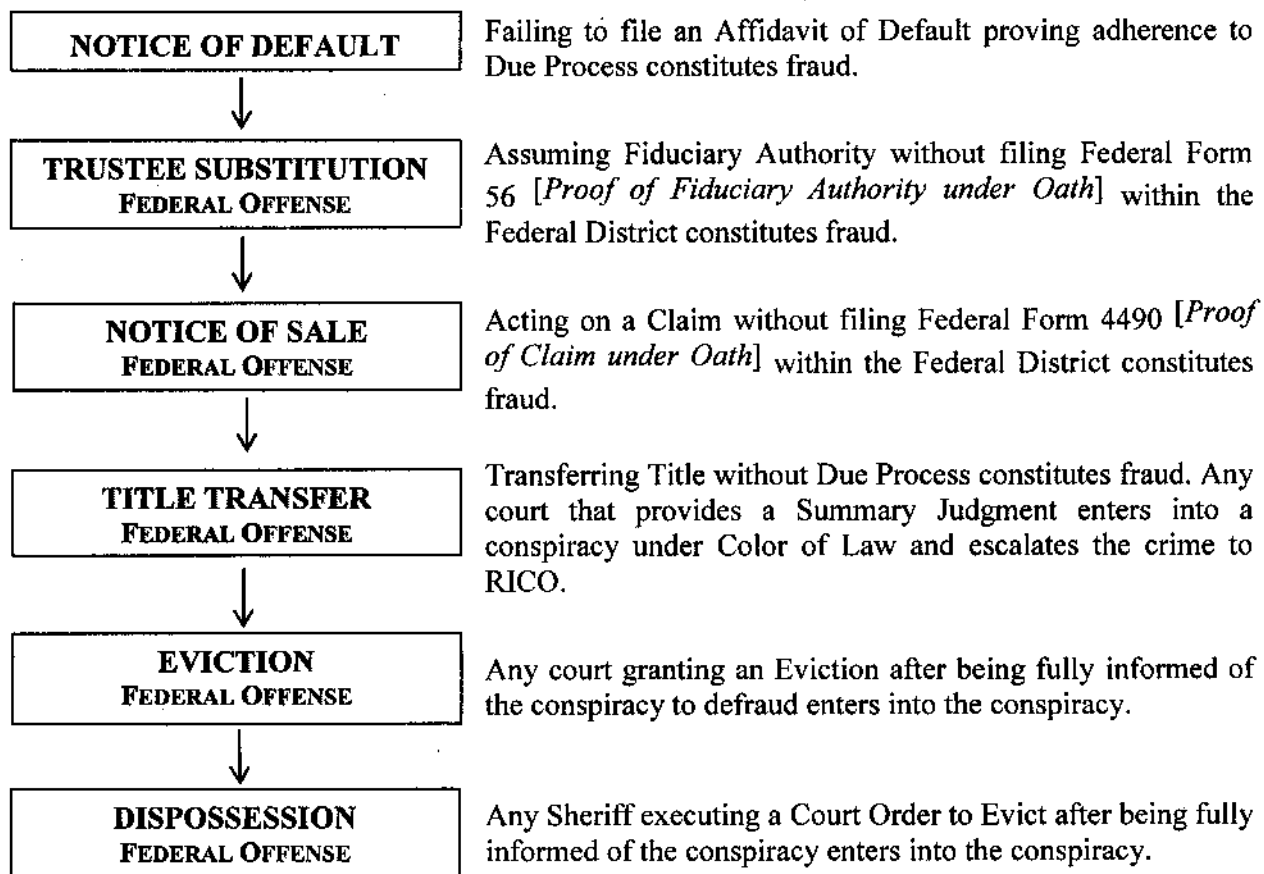
After establishing unconstitutional statutes, white-collar criminals, acting under Color of Law, devised the following "*ruse*" to manipulate our judicial system and our County Sheriffs so as to create an appearance of lawful acts while illegally seizing the property of their victims:

- (1) Give Notice of Default to the victim, "without judicial process";
- (2) Give Notice of Substitution of Trustee, "without judicial process";
- (3) Give Notice of Sale, "without judicial process";
- (4) Commence public auction, "without judicial process";
- (5) Use aforesaid documents to transfer title, "without judicial process";
- (6) File fraudulent eviction proceedings acting as "*landlord*" (using the fraudulent title) and calling the owner of the property "*tenant*" who owes back rent in an unsuspecting village, town or city court, "giving the appearance of judicial process"; and
- (7) File the fraudulent judgment with the County Clerk to achieve a fraudulent Eviction Order for execution by the unsuspecting Sheriff.

We the People find it apparent that most of our Constitutional Officers are ignorant as to the Law of the Land as defined in the Constitution for the United States of America, Article VI. Therefore, they are often unable to determine a constitutional violation which causes Sheriffs to fall prey to the minions of the subversive BAR, in jeopardy of violating their oath and We the People in jeopardy of losing our property and Liberty to tyrants.

⁶ TRANSFER: To convey or remove from one place, person, etc., to another; pass or hand over from one to another; specifically to make over the possession or control of (as, to transfer a title to land); sell or give. Chappell v. State, 216 Ind. 666, 25 N.E. 2d 999, 1001.

This formal "Notification of Crimes" directs the participating courts to honor their oaths and protect the victim(s) from the following RUSE:



STATUTORY CRIMES: Under US laws, Securitized Mortgages are illegal primarily because they are fraudulent and constitute specific violations, namely:

- 1) RICO
- 2) Usury
- 3) Fraud
- 4) Conspiracy
- 5) Forgery
- 6) Robo-signing and
- 7) Antitrust law violations

The "*foreclosure crisis*" is a complex, interconnected series of state-sponsored crimes involving the following steps:


- 1) The mortgage or tax burden is created.

- 2) The mortgage is sold to an investor.
- 3) The mortgage or tax burden payments are loaded onto an international PONZI scheme a/k/a "*mortgage securitization*".
- 4) Compliant judges in state and county courts look the other way, or, provide Summary Proceedings while:
 - a. Mortgage companies conceal the fact that the notes and assignments were never delivered to the MBS Trusts [Mortgage-Backed Securities Trusts] while the mortgage companies disseminate false and misleading statements to the investors and the United States Government.
 - b. Mortgage companies pursue foreclosure actions using false and fabricated documents, particularly mortgage assignments. The mortgage companies use Robo-signing on thousands of documents each week with no review or knowledge of the contents of the documents; thus, creating forged mortgage assignments with fraudulent titles in order to proceed with foreclosures.
 - c. Mortgage companies have used these fraudulent mortgage assignments to conceal over 1,400 MBS Trusts, each with mortgages valued over \$1 billion, which are missing critical documents; namely, mortgage assignments which are required to have been delivered to the Trusts at the inception of the Trust.
 - d. Without lawfully executed mortgage assignments, the value of the mortgages and notes held by the Trusts is impaired; effective assignments are necessary for the Trust to foreclose on its assets in the event of mortgage defaults; and the Trusts do not hold good title to the loans and mortgages that investors have been told are secured notes.
 - e. Mortgage assignments are prepared with forged signatures of individuals signing as grantors; and forged signatures of individuals signing as witnesses and Notaries.
 - f. Mortgage assignments are prepared with forged signatures of individuals signing as corporate officers for banks and mortgage companies that have never employed said individuals and corporate officers.
 - g. Mortgage assignments are prepared and signed by individuals as corporate officers of mortgage companies that have been dissolved by bankruptcy years prior to the assignment.
 - h. Mortgage assignments are prepared with purported effective dates unrelated to the date of any actual or attempted transfer; and, in the case of Trusts, with purported effective dates years after the closing date of the Trusts.

- i. Mortgage assignments are prepared on behalf of grantors who had never themselves acquired ownership of the mortgages and notes by a valid transfer; and, such mortgage assignments include numerous ones where the grantor was identified as *"Bogus Assignee for Intervening Assignments"*.
- j. Mortgage assignments are notarized by Notaries who never witness the signatures they notarize.
- k. The MBS Trusts, and their trustees, depositors and servicing companies, further misrepresent to the public the assets of the Trusts; and, issue false statements in their Prospectuses and Certifications of Compliance.
- l. Securitization violates usury laws in that the resulting effective interest rate typically exceeds legally-allowable rates set by State Usury Laws.
- m. All *"True-Sale"*, *"Disguised-Loan"* and *"Assignment"* securitizations are essentially tax-evasion schemes. In the United States, the applicable tax-evasion statute is the United States Internal Revenue Code, Section 7201 which reads as follows: *"Any person [corporation] who willfully attempts in any manner to evade or defeat any tax imposed by this title, or the payment thereof, shall, in addition to other penalties provided by law, be guilty of a felony; and, upon conviction thereof, shall be fined not more than \$500,000; or, imprisoned not more than 5 years; or, both; together with the costs of prosecution."*
- n. Securitization undermines the United States Federal Bankruptcy Policy because it is used in lieu of secured financing as a means of avoiding certain Bankruptcy Law Restrictions. The origins of securitization in the United States can be traced directly to efforts by banks and financial institutions to avoid Bankruptcy Law Restrictions.
- o. Securitization constitutes a violation of Federal RICO Section 1341: Mail Fraud; Section 1343: Wire Fraud; Section 1344: Financial Institution Fraud; Section 1957: Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity; and Section 1952: Racketeering.

SEAL

June 7, 2017



Grand Jury Foreman
Sureties of the Peace

Unified United States
Common Law Grand Jury
P.O. Box 59
Valhalla, NY 10595

Court Clerk
US District Court For the Northern
District of New York
445 Broadway [#1:16-CV-1490]
Albany, New York 12207-2936

U.S. DISTRICT COURT
N.D. OF N.Y.
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